REMARKS

Claims 1-7, 9-14, 16-26 and 28-32 are now pending in the application and stand rejected. The Examiner is respectfully requested to reconsider and withdraw the rejections in view of the remarks contained herein.

RESPONSE TO ARGUMENTS

Referring to paragraphs [0039]-[0041] of Yanosy, the Office states that Yanosy teaches monitoring while the application is executing and adapting the allocation at the point of detection. This argument is respectfully traversed. In the system of Yanosy, a request for service is made and may be modified as described in paragraphs [0039]-[0041]. Adjustments may be made to a final request to the platform resource 32 (paragraph [0041]). There does not appear to be any resource allocation, however, until after the negotiations described in paragraphs [0039]-[0041] have been completed and the final request has been made.

REJECTION UNDER 35 U.S.C. § 102

Claims 1-7, 9, 11-14, 16, 17, 25, 29-32 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Yanosy (U.S. Pub. No. 2003/0217128). This rejection is respectfully traversed.

Independent claim 12 recites in part: "...an information broker...executable by the processor to:...receive a revised QoS message from the client and negotiate a contract with the client for quality of service based on the revised QoS message; manage at least one resource of the system in accordance with the contract; and

change a QoS attribute of a resource <u>allocated to</u> the client based on a variance by the client from the contract." (emphasis added)

The Final Office Action does not appear to address the above underlined recitations of claim 12. Further, Yanosy does not appear to disclose these recitations. Yanosy discloses a middleware service layer 18 to which an application 14 or 16 may make a service request, if the application has been programmed by the application developer to make such a request (Fig. 1; paragraph [0038]). There is no disclosure in Yanosy as to whether, <u>after</u> a resource 36 has been allocated to and is being used by an application 14 or 16, the use of that resource by that application might prompt the middleware service layer 18 to renegotiate or deny QoS parameters as to the same application with respect to the same resource (Fig. 5 and 6). Although such an application 14 or 16 might encounter QoS-related effects as a result of its presence in the network in which the application framework 10 is implemented (Fig. 1), Yanosy does not appear to disclose any monitoring by the middleware service layer 18 of the application together with its resource after allocation of the resource.

Independent claim 25 recites in part: "…instructions executable…to negotiate, through the broker, a contract with the client for quality of service based on the at least one parameter value; instructions executable…to allocate, through the broker, at least one resource of the information system to the client based on the contract; and instructions executable…to, <u>through the broker, create a new resource of the information system</u>." (emphasis added)

The Final Office Action does not appear to address the above underlined recitation of claim 25. Further, Yanosy does not appear to disclose this recitation.

Yanosy does not describe or suggest the creation of new resources by or through the middleware service layer 18. For at least the foregoing reasons, Applicant respectfully submits that claims 1-7, 9, 11-14, 16, 17, 25 and 29-32 are not anticipated by Yanosy.

REJECTION UNDER 35 U.S.C. § 103

Claims 10, 18-24, 26, and 28 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Yanosy (U.S. Pub. No. 2003/0217128) and further in view of Loewy et al. (U.S. Pub. No. 2004/0193703). This rejection is respectfully traversed.

As to independent claim 19, the claim recites in part: "…a broker for a plurality of component services, the broker configured… to:…create a contract with the service requester for quality of service…; monitor the QoS parameters in the contract; and manage at least one resource of the enterprise system and change the QoS parameters of the service requester when the service requester is using the at least one resource, the changing performed based on the monitoring." The Final Office Action does not appear to address the foregoing recitation. Further, Yanosy does not appear to teach or suggest this recitation. As previously discussed, Yanosy does not appear to disclose what might occur if an application 14 or 16 to which a service has been allocated does not adhere to whatever terms were previously negotiated for the allocation. For at least these reasons, Applicant respectfully submits that claim 19 is not obvious in view of the cited references.

As to independent claim 26, the claim recites in part: "…the broker further configured to create at least one new resource of the information system based on the contract."

The foregoing recitation apparently is not addressed in the Final Office Action. Further, and as previously discussed, Yanosy does not describe or suggest the creation of new resources by or through the middleware service layer 18. For at least these reasons, Applicant respectfully submits that claim 26 is not obvious in view of the cited references.

CONCLUSION

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action and the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested. If the Examiner believes that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at (314) 726-7500.

Respectfully submitted,

Dated: April 26, 2010

By: _____
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